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August 8, 2012

57029.00008

VIA ECFS

Marlene H. Dortch, Secretary, FCC
445 12th Street, SW
TW-A325
Washington, DC 20554

Re: GCI and ACS Highly Confidential Filing in WT Docket No. 12-187

Dear Ms. Dortch:

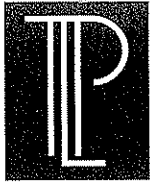
On behalf of General Communication, Inc. ("GCI") and Alaska Communications Systems Group, Inc. ("ACS"), enclosed please find the public inspection versions of the documents which were voluntarily submitted to the Commission on July 30, 2012 under the Second Protective Order in WT Docket No. 12-187, DA 12-1060 released July 3, 2012, and for which the parties sought "Highly Confidential Treatment." At the Commission's request, the parties are re-filing the public inspection versions of these documents electronically. Due to file size limitations, the documents are being uploaded in five separate sets.

Please direct all questions in connection with this submission to the undersigned.

Sincerely,

Carl W. Northrop
of TELECOMMUNICATIONS LAW PROFESSIONALS PLLC

cc: John Nakahata
Karen Brinkmann



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STAMP & RETURN

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July 27, 2012

57029.00008

VIA HAND DELIVERY

FILED/ACCEPTED

Marlene H. Dortch, Secretary, FCC
445 12th Street, SW
TW-A325
Washington, DC 20554

JUL 30 2012
Federal Communications Commission
Office of the Secretary

Re: GCI and ACS Highly Confidential Filing in WT Docket No. 12-187

Dear Ms. Dortch:

On behalf of General Communication, Inc. ("GCI") and Alaska Communications Systems Group, Inc. ("ACS"), enclosed please find the documents being voluntarily submitted under the *Second Protective Order* in WT Docket No. 12-187, DA 12-1060 released July 3, 2012 for which the parties seek "Highly Confidential Treatment," along with two copies of those same documents with all Highly Confidential Information redacted. The documents in the Highly Confidential category conform to the discussions and exchanges with the Office of the General Counsel.

Please direct all questions in connection with this submission to the undersigned.

Sincerely,

Carl W. Northrop
of TELECOMMUNICATIONS LAW PROFESSIONALS PLLC

cc: John Nakahata
Karen Brinkmann

Part 1 of 5

Schedule 4.5A
Consents

I. Consents

- [REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
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[REDACTED]
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[REDACTED]
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II. 120 Day Consent

- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

III. Material Contract Consents

- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
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[REDACTED]

EXHIBIT L

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REDACTED - FOR PUBLIC INSPECTION

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EXECUTION DRAFT

BILATERAL IRU AGREEMENT

This Bilateral IRU Agreement (the "Bilateral IRU Agreement" or the "IRU Agreement") is made and effective as of June 4, 2011 (the "Effective Date"), by and between ACS Cable Systems, Inc., a Delaware corporation ("ACS"), and GCI Communication Corp., an Alaska corporation ("GCI").

RECITALS

WHEREAS, GCI owns a fiber optic communication system known as the Alaska United West Fiber Optic Cable System (the "AU-W System Route"), between the locations identified in Exhibit A which is attached hereto and incorporated herein by this reference.

WHEREAS, ACS desires to be granted the right to use, and GCI is willing to grant to ACS an indefeasible right to use, certain capacity in the AU-W System Route, on the terms and conditions set forth below.

WHEREAS, ACS owns a fiber optic communication system known as the Alaska-Oregon Network Submarine Cable System (the "AKORN System Route") between the locations identified in Exhibit B, which is attached hereto and incorporated herein by this reference.

WHEREAS, GCI desires to be granted the right to use, and ACS is willing to grant to GCI an indefeasible right to use, certain capacity in the AKORN System Route, on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, ACS and GCI hereby agree as follows:

ARTICLE I

DEFINITIONS

"ACS" has the meaning given such term in the Preamble.

"ACS Associated Property" has the meaning given such term in Section 3.1(c).

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For purposes of this definition, "control" (including the terms "controlled by," and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or partnership or other ownership interests, by contract, or otherwise.

"AKORN IRU" has the meaning given such term in Section 3.1.

"AKORN IRU Term" has the meaning given such term in Section 5.2.

“AKORN IRU Wavelengths” has the meaning given such term in Section 3.1.

“AKORN System Route” has the meaning given such term in the Recitals.

“Arbitration Agreement” has the meaning given such term in Section 14.8.

“Associated Property” means the ACS Associated Property and/or the GCI Associated Property.

“AU-W IRU” has the meaning given such term in Section 2.1.

“AU-W IRU Term” has the meaning given such term in Section 5.1.

“AU-W IRU Wavelengths” has the meaning given to such term in Section 2.1.

“AU-W System Route” has the meaning given such term in the Recitals.

“Bilateral IRU Agreement” has the meaning given such term in the Preamble.

“Current AKORN IRU Wavelengths” has the meaning given such term in Section 3.1(a).

“Current AU-W IRU Wavelengths” has the meaning given such term in Section 2.1(a).

“Effective Date” has the meaning given such term in the Preamble.

“Future AKORN IRU Wavelengths” has the meaning given such term in Section 3.1(b).

“Future AU-W IRU Wavelengths” has the meaning given such term in Section 2.1(b).

“GCI” has the meaning given such term in the Preamble.

“GCI Associated Property” has the meaning given such term in Section 2.1(c).

“Grantee” means either ACS or GCI, as the context requires, in its respective capacity as the grantee of the AU-W IRU or AKORN IRU.

“Grantee’s Share” has the meaning given such term in Section 11.4.

“Grantor” means either ACS or GCI, as the context requires, in its respective capacity as the grantor of the AKORN IRU or the AU-W IRU.

“Impositions” means all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (including franchise, license and permit fees), together with any penalties, fines or interest thereon arising out of the transactions contemplated by this IRU Agreement that are imposed upon a System by any federal, state or local government or other public taxing authority.

“IRU Agreement” has the meaning given such term in the Preamble.

“IRU Wavelengths” means the AU-W Wavelengths and/or the AKORN Wavelengths, as applicable.

“Person” means any natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, association, unincorporated entity of any kind, or a governmental authority.

“System” means the AU-W System and/or the AKORN System, as applicable.

“Term” has the meaning given such term in Section 5.3.

“Third Party” means a Person that is not a party to this Agreement, an Affiliate of either party to this Agreement, or an officer or director of any of the foregoing.

“Underlying Rights” has the meaning given such term in Section 8.1.

“Underlying Rights Requirements” has the meaning given such term in Section 9.1.

ARTICLE II

GCI IRU GRANT

Section 2.1 GCI IRU Grant. GCI hereby grants to ACS, and ACS hereby accepts from GCI, an indefeasible right to use (the “AU-W IRU”):

(a) within 60 days of the Effective Date, a current 10-gigabit wavelength (the “Current AU-W IRU Wavelengths”), specifically identified by GCI in the AU-W System Route between the GCI South Anchorage Data Center and the GCI Cable Landing Station located in Warrenton, Oregon, as more fully described in the attached Exhibit A;

(b)



(c) on a nonexclusive basis, the tangible and intangible property needed for the use of the AU-W IRU Wavelengths (collectively, the “GCI Associated Property”).

The Current AU-W IRU Wavelengths and Future AU-W IRU Wavelengths are collectively referred to herein as the “AU-W IRU Wavelengths.” GCI may exchange individual AU-W IRU Wavelengths with other individual wavelengths providing ACS with equivalent or better functionality or to ensure contiguous wavelengths, at GCI’s sole cost and expense and subject to the approval of ACS, such approval not to be unreasonably withheld, delayed, or conditioned.

Section 2.2 Limitations on Grant. The AU-W IRU is granted on the terms and subject to the covenants and conditions set forth in this IRU Agreement. The AU-W IRU shall be exclusive as to the AU-W IRU Wavelengths, and nonexclusive as to the GCI Associated Property. The IRU does not include the right of ACS to own, control, maintain, modify or revise the AU-W IRU Wavelengths or GCI Associated Property, or the right of physical access to, the right to encumber in any manner, or other use of the AU-W System Route, in each case except as expressly set forth herein.

Section 2.3 GCI and ACS Control. GCI shall have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, regrooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of the AU-W System. Subject to reasonable restrictions imposed by GCI to prevent harm to or degradation of the AU-W System or other users thereof, ACS shall have full and complete control and responsibility for determining its service configuration or designs, and its use of the AU-W Wavelengths.

Section 2.4 Title. It is understood and agreed that GCI maintains legal title to the entire AU-W System Route, subject to the IRU hereunder; provided, however, that ACS shall have beneficial title to the AU-W IRU Wavelengths. Notwithstanding the foregoing, it is understood and agreed as between the parties that the grant of the IRU hereunder shall be treated for all applicable federal, state and local tax purposes as a like-kind exchange of the AU-W IRU Wavelengths and the AKORN IRU Wavelengths, and that on or after the Effective Date, ACS shall be treated as the owner of the AU-W IRU Wavelengths for such purposes.

ARTICLE III

ACS IRU GRANT

Section 3.1 ACS IRU Grant. ACS hereby grants to GCI, and GCI hereby accepts from ACS, an indefeasible right to use (the "AKORN IRU"):

(a) within 60 days of the Effective Date, a current 10-gigabit wavelength (the "Current AKORN IRU Wavelengths"), as specifically identified by ACS in the AKORN System Route between the Anchorage ACS Central Wire Center and the ACS Cable Landing Station located in Florence, Oregon, as more fully described in the attached Exhibit B;

(b)

[REDACTED]

(c) on a nonexclusive basis, the tangible and intangible property needed for the use of the AKORN IRU Wavelengths (collectively, the “ACS Associated Property”).

The Current AKORN IRU Wavelengths and Future AKORN IRU Wavelengths are collectively referred to herein as the “AKORN IRU Wavelengths.” ACS may exchange individual AKORN IRU Wavelengths with other individual wavelengths providing GCI with equivalent or better functionality or to ensure contiguous wavelengths, at ACS’s sole cost and expense and subject to the approval of GCI, such approval not to be unreasonably withheld, delayed, or conditioned.

Section 3.2 Limitations on Grant. The AKORN IRU is granted on the terms and subject to the covenants and conditions set forth in this IRU Agreement. The AKORN IRU shall be exclusive as to the AKORN IRU Wavelengths, and nonexclusive as to the ACS Associated Property. The IRU does not include the right of GCI to own, control, maintain, modify or revise the AKORN IRU Wavelengths or ACS Associated Property, or the right of physical access to, the right to encumber in any manner, or other use of the AKORN System Route, in each case except as expressly set forth herein.

Section 3.3 ACS and GCI Control. ACS shall have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, regrooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of the AKORN System. Subject to reasonable restrictions imposed by ACS to prevent harm to or degradation of the AKORN System or other users thereof, GCI shall have full and complete control and responsibility for determining its service configuration or designs, and its use of the AKORN IRU Wavelengths.

Section 3.4 Title. It is understood and agreed that ACS maintains legal title to the entire AKORN System Route, subject to the IRU hereunder; provided, however, that GCI shall have beneficial title to the AKORN IRU Wavelengths. Notwithstanding the foregoing, it is understood and agreed as between the parties that the grant of the IRU hereunder shall be treated for all applicable federal, state and local tax purposes as a like-kind exchange of the AKORN IRU Wavelengths and the AU-W IRU Wavelengths, and that on or after the Effective Date, GCI shall be treated as the owner of the AKORN IRU Wavelengths for such purposes.

ARTICLE IV

CONSIDERATION FOR GRANT

[REDACTED]

ARTICLE V

TERM

Section 5.1 AU-W IRU Term. Subject to Sections 5.3 and 7.2, the grant of the IRU by GCI to ACS shall become effective on the Effective Date and shall extend for a period of twenty (20) years (the “AU-W IRU Term”), or upon the expiration of every portion of the AU-W

System Route's economic life, whichever comes earlier. As set forth in Section 7.2, when it is no longer commercially reasonable to repair or replace a material portion of any IRU Wavelength on the AU-W System Route, the economic life of such IRU Wavelength will expire.

Section 5.2 AKORN IRU Term. Subject to Sections 5.3 and 7.1, the grant of the IRU by ACS to GCI shall become effective on the Effective Date and shall extend for a period of twenty (20) years (the "AKORN IRU Term"), or upon the expiration of every portion of the AKORN System Route's economic life, whichever comes earlier. As set forth in Section 7.1, when it is no longer commercially reasonable to repair or replace a material portion of any IRU Wavelength on the AKORN System Route, the economic life of such IRU Wavelength will expire.

Section 5.3 Expiration. This IRU Agreement and the IRUs granted hereunder shall expire upon the first to occur of either the expiration of the AU-W IRU Term or the expiration of the AKORN IRU Term (collectively, the "Term").

Section 5.4 Right to Abandon. Grantee shall have the right to abandon the IRU in whole or in part by notice to Grantor. In the case of abandonment, this IRU Agreement shall terminate as to such IRU Wavelength, and Grantee shall not be entitled to a refund of any of the consideration paid. If a Grantee abandons an IRU Wavelength for which it is a grantee, the IRU Agreement continues with regard to the remaining IRU Wavelengths for which it is a grantee. The abandonment of an IRU Wavelength by a Grantee does not modify or alter any obligation of such party hereunder as a Grantor with respect to providing any IRU Wavelength to the other party.

Section 5.5 Grantee Risk. In acquiring the AU-W IRU Wavelengths, ACS expressly agrees to assume, and does hereby assume (i) the risk of nonavailability of the AU-W System from time-to-time during the Term, and (ii) the risk that the actual economic life of the AU-W System or any element thereof will be less than the presently anticipated Term. In acquiring the AKORN IRU Wavelengths, GCI expressly agrees to assume, and does hereby assume (i) the risk of nonavailability of the AKORN System from time-to-time during the Term, and (ii) the risk that the actual economic life of the AKORN System or any element thereof will be less than the presently anticipated Term.

Section 5.6 Rights Upon Expiration. Upon the expiration of the Term, the AU-W IRU and the AKORN IRU shall immediately terminate and all rights of a Grantee to use the IRU Wavelengths and Associated Property shall cease, all rights to use the IRU Wavelengths and Associated Property shall revert to the respective Grantor, and a Grantor shall owe Grantee no further duties or consideration. Grantee shall promptly remove all of Grantee's electronics, equipment, and other Grantee property from the Systems and any related Grantor facilities at its sole cost and under the applicable Grantor's supervision. Expiration of this IRU Agreement shall not affect the rights or obligations of any party that have arisen before the date of expiration. Notwithstanding anything else set forth herein, GCI and ACS will cooperate to transition their services, with each party bearing its own costs, from the facilities, in accordance with industry practices and standards. Following expiration, each party will continue to provide services to the other party, to the extent possible, until the services are transitioned, but not to exceed six months.

ARTICLE VI

ACCEPTANCE TESTING

Section 6.1 ACS Acceptance Testing. Prior to providing any Future AKORN IRU Wavelengths pursuant to Section 3.1(b), ACS shall test the provisioned Future AKORN IRU Wavelengths to ensure compliance with the specifications set forth in Exhibit C and, upon request of GCI, shall supply such test results to GCI. ACS shall notify GCI following successful completion of testing.

Section 6.2 GCI Acceptance Testing. Prior to providing any Future AU-W IRU Wavelengths pursuant to Section 2.1(b), GCI shall test the provisioned Future AU-W IRU Wavelengths to ensure compliance with the specifications set forth in Exhibit C and, upon request of ACS, shall supply such test results to ACS. GCI shall notify ACS following successful completion of testing.

ARTICLE VII

WARRANTY, MAINTENANCE, AND REPAIR

Section 7.1 ACS Warranty. ACS warrants that, except for those items that are supplied or specified by Grantee, the AKORN IRU Wavelengths comply with the specifications set forth in Exhibit C, as applicable. If, at any time during the Term of the AKORN IRU, any AKORN IRU Wavelengths cease to meet the specifications described herein, ACS shall, promptly after determining on its own or receiving written notice of such defect from GCI, inspect the AKORN System and perform any maintenance and repair at no cost to GCI. GCI's sole and exclusive remedy for breach of this warranty shall be repair and replacement, in accordance with commercially reasonable standards, at ACS's expense, of the portions of the AKORN IRU Wavelengths found to be defective; ACS shall not be obligated to repair or replace any portion of the AKORN IRU Wavelengths if it would not be commercially reasonable to do so.

Section 7.2 GCI Warranty. GCI warrants that, except for those items that are supplied or specified by Grantee, the AU-W IRU Wavelengths comply with the specifications set forth in Exhibit C, as applicable. If, at any time during the Term of the AU-W IRU, any of the AU-W IRU Wavelengths cease to meet the specifications described herein, GCI shall, promptly after determining on its own or receiving written notice of such defect from ACS, inspect the AU-W System and perform any maintenance and repair at no cost to ACS. ACS's sole and exclusive remedy for breach of this warranty shall be repair and replacement, in accordance with commercially reasonable standards, at GCI's expense, of the portions of the AU-W IRU Wavelengths found to be defective. GCI shall not be obligated to repair or replace any portion of the AU-W IRU Wavelengths if it would not be commercially reasonable to do so.

Section 7.3 Limitation of Liability. In no event shall either party be liable to the other for any indirect, exemplary, special or consequential damages, including but not limited to lost profits or the cost of providing alternative service (whether arising out of transmission

interruptions or problems, any interruption or degradation of service, or otherwise) or claims from any customer for loss of services. Except as expressly provided herein, each of ACS and GCI expressly excludes any warranty, express or implied, of merchantability or otherwise, with respect to the service availability from time to time or for the duration of the Term of or with respect to the quality of service over the AKORN System or AU-W System, as applicable, during the Term of this Agreement.

ARTICLE VIII

PERMITS; UNDERLYING RIGHTS; RELOCATION

Section 8.1 Grant Subject to Underlying Rights. Each Grantor has obtained certain rights of way for construction and operation of the System Route (the "Underlying Rights"). The IRUs granted hereunder are subject to the terms of the Underlying Rights, and subject to the terms under which the right of way is owned or held by the grantor of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The IRUs granted hereunder are further subject and subordinate to the prior right of the grantor of the Underlying Rights to use the right of way for other business activities, including railroad operations, telecommunications uses, pipeline operations or any other purposes, and to the prior right of Grantor to use its rights granted under the Underlying Rights. The rights granted herein are expressly made subject to each and every limitation, restriction or reservation affecting the Underlying Rights. Nothing herein shall be construed as to be a representation, warranty or covenant of a Grantor's right, title or interests with respect to any Underlying Rights.

Section 8.2 Relocation. If, during the Term, a Grantor undertakes a relocation of any part of its System, including any of the facilities used or required in providing the IRU, the Grantor shall proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent of, the timing of, and methods to be used for such relocation; provided that (a) Grantor shall use commercially reasonable efforts to maintain conditions/locations substantially similar to those in existence prior to such relocation; (b) if the relocation is at Grantor's discretion, Grantor shall use commercially reasonable efforts to maintain the same endpoints of the System; and (c) if the relocation is not at Grantor's discretion, Grantor will provide prompt notice to Grantee (and in any event within sixty (60) days of the legal requirement to relocate being imposed).

Section 8.3 Underlying Right Expiration. Upon the expiration or other termination of an Underlying Right that is necessary in order to grant, continue or maintain an IRU granted hereunder in accordance with the terms and conditions hereof or any relocation of the System, Grantor shall use all reasonable efforts to obtain an alternate right of way. The Grantee shall pay the costs of obtaining an alternate right of way and the costs of relocation, including out of pocket costs, expenses, and reasonable attorneys' fees, according to its pro rata share of the total number of wavelengths in use on all fibers located on the right of way of the System for which an alternate right of way is required; as between the Grantor and the Grantee, the Grantor shall pay all costs other than the Grantee's pro rata share.

ARTICLE IX

USE OF IRU WAVELENGTHS

Section 9.1 Underlying Rights Requirements. The requirements, restrictions, and/or limitations on Grantee's right to use the IRU Wavelengths and Associated Property with respect to, and safety, operational and other rules and regulations imposed in connection with, the Underlying Rights are referred to collectively as the "Underlying Rights Requirements."

Section 9.2 Compliance with Law. Each Grantee represents, warrants and covenants that it will use the IRU Wavelengths and Associated Property in compliance with and subject to the Underlying Rights Requirements and all applicable government codes, ordinances, laws, rules and regulations.

Section 9.3 Grantee Use of IRU Wavelengths. Subject to the limitations set forth in this IRU Agreement, a Grantee may use the IRU Wavelengths and the Associated Property for any lawful communications purpose. Grantee agrees and acknowledges that it has no right to use any of the fibers that are part of the System, other than the IRU Wavelengths. Grantee shall keep any and all of the System free from any liens, rights or claims of any Third Party attributable to Grantee, except that Grantee may encumber the IRU granted to Grantee in the IRU Wavelengths and Grantee's interest in Associated Property, on the condition that Grantee shall provide to Grantor an agreement from any such lien holder that the interest of the lien holder is subordinate to the interest of Grantor and other interests and rights in and to the IRU Wavelengths and Associated Property.

Grantee's use of the IRU and any equipment associated therewith shall not interfere with or impair service over any of the facilities comprising the System, any other circuits or capacity of the System or any circuits or capacity of any other user of the System, impair privacy of any communications over such facilities or circuits, cause damage of any nature to the assets of the System or create hazards to the employees of any of the aforementioned users or owner of the System.

Section 9.4 ACS Liens. ACS agrees and acknowledges that it has no right to use the AKORN IRU Wavelengths during the Term hereof. From and after the Effective Date, ACS shall keep the Grantee's IRU in the AKORN IRU Wavelengths and the ACS Associated Property granted hereunder, other than any ACS Associated Property as to which Grantor shall have provided to Grantee a non-disturbance agreement, free from any liens, rights or claims of any third party attributable to ACS. ACS shall obtain from any entity in which ACS in its discretion shall have granted after the Effective Date a security interest or lien on all or part of the AKORN System a written non-disturbance agreement in which such lien holder acknowledges Grantee's rights and interests in and to the AKORN IRU Wavelengths, the ACS Associated Property, and the IRU hereunder, and agrees that Grantee shall not be diminished, disturbed, impaired or interfered with in any adverse respect by such lien holder.

Section 9.5 GCI Liens. GCI agrees and acknowledges that it has no right to use the AU-W IRU Wavelengths during the Term hereof. From and after the Effective Date, GCI shall keep the Grantee's IRU in the AU-W IRU Wavelengths and the GCI Associated Property granted hereunder, other than any GCI Associated Property as to which Grantor shall have provided to Grantee a non-disturbance agreement, free from any liens, rights or claims of any third party attributable to GCI. GCI shall obtain from any entity in which GCI in its discretion shall have granted after the Effective Date a security interest or lien on all or part of the AU-W System a written non-disturbance agreement in which such lien holder acknowledges Grantee's rights and interests in and to the AU-W IRU Wavelengths, the GCI Associated Property, and the IRU hereunder, and agrees that Grantee shall not be diminished, disturbed, impaired or interfered with in any adverse respect by such lien holder.

Section 9.6 Damage. Grantee and Grantor shall promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of a System that are known to such party.

Section 9.7 No Interference. A Grantee shall not use its systems in a way that interferes in any way with or adversely affects the use of the System's capacity, fibers or cable by Grantor or any other System user. The parties acknowledge that the System includes or will include other participants, including Grantor and other owners and users of telecommunication systems.

Section 9.8 Cooperation. Grantee and Grantor each agrees to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder.

ARTICLE X

INSURANCE

Each party hereto shall at all times, at such party's sole expense, maintain commercial general liability insurance against claims for personal/bodily injury, products liability, including death and property damage caused by or occurring in conjunction with the operation of such party's business.

ARTICLE XI

TAXES, FEES AND OTHER GOVERNMENTAL IMPOSITIONS

Section 11.1 Objective. The mutual objective and intent of the parties are to (a) minimize the aggregate Impositions payable with respect to each System, and (b) share such Impositions according to their respective interests in each System. They agree to cooperate with each other and coordinate their efforts to achieve such objectives in accordance with the provisions of this Article XI.

Section 11.2 Impositions Prior to Effective Date. A Grantor shall be responsible for and shall timely pay any and all Impositions with respect to the construction or operation of a System which Impositions are (a) imposed or assessed prior to the Effective Date; or (b) imposed or assessed in exchange for the approval of the original construction of the System; or (c) that were assessed in return for the original right to install the System on public property or in public right of way.

Section 11.3 Grantee Payment of Impositions. Except as to Impositions described in Section 11.2, following the Effective Date, Grantee shall be responsible for and shall pay all Impositions (a) imposed on, based on, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to Grantee with respect to the ownership or use of the IRU Wavelengths; or (b) which have been separately assessed, allocated to, or imposed on the IRU Wavelengths.

Section 11.4 Grantor Payment of Impositions. To the extent such Impositions are not separately assessed, allocated to or imposed on the IRU Wavelengths, Grantor will pay all such Impositions. Grantor shall notify Grantee of such Imposition, and Grantee shall promptly reimburse Grantor for Grantee's Share. "Grantee's Share" shall mean Grantee's pro rata share of such Impositions based on the relative amount of capacity of the applicable IRU Wavelengths in the affected portion of the AU-W System Route or AKORN System Route compared with the total amount of used capacity in the affected portion of the AU-W System Route or AKORN System Route during the relevant tax period.

Section 11.5 Grantor Contest of Impositions. Grantor shall have the right to contest any Imposition (including by nonpayment of such Imposition). The out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by Grantor in any such contest shall be shared by Grantor and Grantee in the same proportion as to which the parties would have shared in such Impositions as they were assessed. Any refunds or credits resulting from a contest brought pursuant to this Section 11.5 shall be divided between Grantor and Grantee in the same proportion as separately determined or as originally assessed. In any such event, Grantor shall provide timely notice of such challenge to Grantee.

Section 11.6 Grantee Contest of Impositions. Grantee shall have the right to protest by appropriate proceedings any Imposition. In such event, Grantee and Grantor shall share the out-of-pocket costs and expenses (including reasonable attorney's fees) incurred by Grantee in the same proportion as to which the parties would have shared in such Impositions as they were assessed. Any refunds or credits resulting from a contest brought pursuant to this Section 11.6 shall be divided between Grantor and Grantee in the same proportion as separately determined or as originally assessed. In any such event, Grantee shall provide timely notice of such challenge to Grantor.

ARTICLE XII

Intentionally Omitted.

ARTICLE XIII
REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

Section 13.1 Authority; Binding Agreement; No Violation. Each party represents and warrants that:

(a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this IRU Agreement;

(b) this IRU Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and

(c) its execution of and performance under this IRU Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body.

Section 13.2 Permits and Legal Compliance. Each Grantor represents and warrants to each Grantee that:

(a) Grantor has obtained or will obtain all permits, licenses, authorizations and other governmental approvals required for the installation of its System.

(b) In its ownership, operation and maintenance of the System, Grantor will comply with all applicable local, municipal, state or federal laws, orders and regulations.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Assignment. Neither party shall have the right to assign or otherwise transfer this IRU Agreement and the rights and obligations hereunder.

Section 14.2 Entire Agreement. This IRU Agreement, together with all exhibits and schedules hereto and thereto, collectively represent the entire understanding and agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof.

Section 14.3 Amendments. This IRU Agreement may be amended only by a written amendment executed and delivered by each party hereto. Any amendment shall become effective upon such execution and delivery, unless otherwise provided.

Section 14.4 Waivers and Consents. No waiver of any breach of any of the terms of this IRU Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No course of dealing will be deemed to amend or discharge any provision of this IRU Agreement. No delay in the exercise of any right will operate as a waiver of such right. No single or partial exercise of any right will preclude its

further exercise. A waiver of any right on any one occasion will not be construed as a bar to, or waiver of, any such right on any other occasion. Any consent of a party hereto required under this IRU Agreement must be in writing and signed by such party to be effective. No consent given by a party hereto in any one instance will be deemed to waive the requirement for such party's consent in any other or future instance.

Section 14.5 Governing Law. This IRU Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles thereunder.

Section 14.6 Notices. All notices, consents, approvals, waivers or other communications hereunder will be in writing and will be delivered or sent addressed as follows:

If to ACS:

ACS Cable Systems, Inc.
c/o ACS Wireless, Inc.
600 Telephone Avenue
Anchorage, Alaska 99503
Attention: General Counsel/Risk Management Group

with a copy (which shall not alone constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: [REDACTED]
[REDACTED]

If to GCI:

General Communication Corp.
c/o General Communication, Inc.
2550 Denali Street, #1000
Anchorage, Alaska 99503
Attention: General Counsel

with a copy (which shall not alone constitute notice) to:

Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Attention: [REDACTED]

Any Person entitled to notice under this Section 14.6 may change the above address by giving notice as required by this Section 14.6. In computing time periods, the day of notice will be excluded. For notice purposes, a day means a calendar day (unless provided otherwise herein).

Any notices given to any Person in accordance with this IRU Agreement will be deemed to have been duly given and received: (i) on the date of receipt if personally delivered, (ii) five (5) business days after being sent by U.S. first class mail, postage prepaid, (iii) the date of receipt, if sent by registered or certified U.S. mail, postage prepaid, or (iv) two (2) business days after having been sent by a nationally recognized overnight courier service with confirmation of delivery.

Section 14.7 Severability. Wherever possible, each provision of this IRU Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if for any reason any one or more of the provisions of this IRU Agreement are held to be invalid, illegal or unenforceable in any respect, such action will not affect any other provision of this IRU Agreement, and the parties shall negotiate in good faith for an amendment to this IRU Agreement that would place them as close as possible to the position that they would have been in had the invalid, illegal or unenforceable provision had been valid, legal, and enforceable.

Section 14.8 Dispute Resolution.

(a) **Arbitration.** GCI and ACS agree to resolve any and all disputes arising out of, or related to, this IRU Agreement, in accordance with the arbitration agreement attached hereto as Exhibit D (the "Arbitration Agreement").

(b) **Specific Performance.** Prior to termination of this IRU Agreement, in the event any party should refuse to perform under the provisions of this IRU Agreement, monetary damages alone will not be adequate. The other party shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this IRU Agreement pursuant to the Arbitration Agreement. In the event of an action by any of the parties to obtain specific performance of the terms of this IRU Agreement, each other party hereby waives the defense that there is an adequate remedy at law.

Section 14.9 Counterparts. This IRU Agreement may be signed in multiple counterparts (or with detachable signature pages). Each counterpart will be considered an original instrument, but all of them in the aggregate will constitute one agreement. Telecopies or facsimiles of signatures will be given effect for purposes of the signature page of this IRU Agreement and any amendments to this IRU Agreement.

Section 14.10 Headings. Article and section titles have been inserted for convenience of reference only. They are not intended to affect the meaning or interpretation of this IRU Agreement.

Section 14.11 Force Majeure. No party shall be liable for any delay or failure in performance of any part of this IRU Agreement where such failure or delay is caused by the following events to the extent such delay or failure is beyond the reasonable control of such party: acts of nature; acts of civil or military authority; embargoes; epidemics; terrorist acts; war; riots; insurrections; fires; explosions; earthquakes; nuclear accidents; floods; work stoppages; cable cuts; power blackouts; volcanic action; other major environmental disturbances; or unusually severe weather conditions. In such event, the party whose performance fails or is delayed shall, upon giving prompt notice to the affected party, be excused from such

performance on a day-to-day basis to the extent of such interference (and the affected party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations are related to the performance so interfered with). The party whose performance fails or is delayed shall use its commercially reasonable efforts to avoid or remove the cause of nonperformance and both parties shall proceed to perform with dispatch once the causes of the failure or the delay are removed or cease.

Section 14.12 No Third Party Beneficiaries. The terms and provisions of this IRU Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other person.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this IRU Agreement as of the date first written above.

Signatures contained on next page.

GCI COMMUNICATION CORP.

By 

Name: William C. Behnke

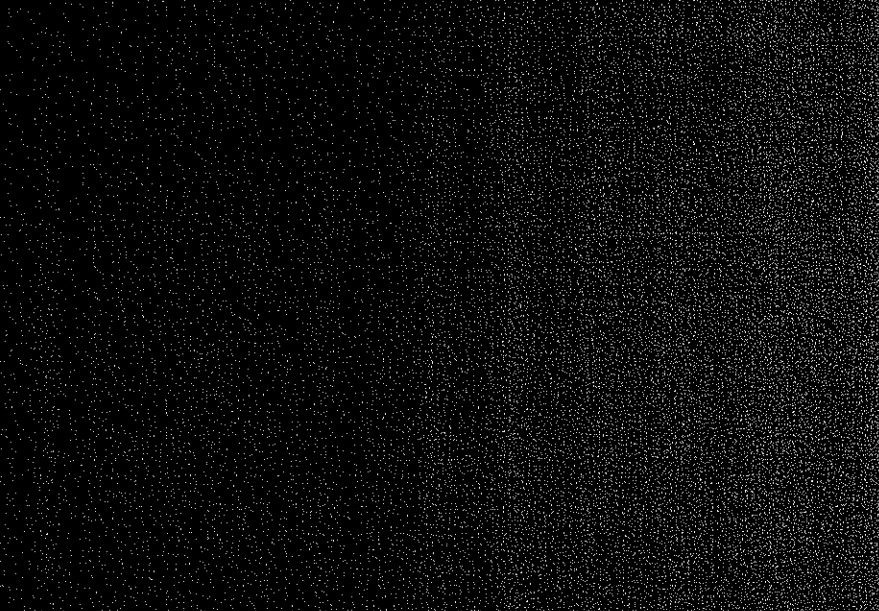
Title: Senior Vice President

ACS CABLE SYSTEMS, INC.

By  6/5/12

Name: Armand Vadapalli

Title: CEO & President

[illegible]

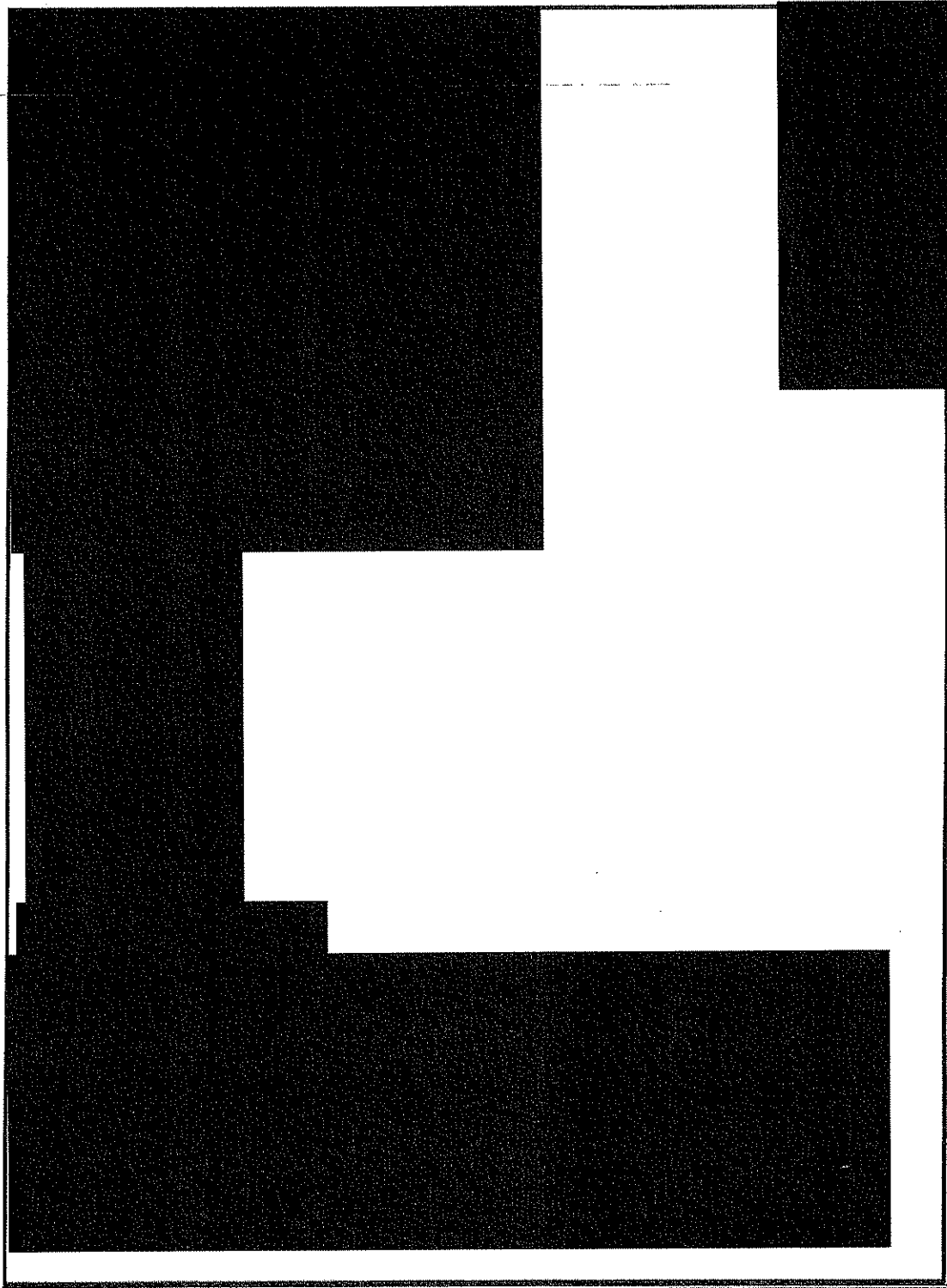


EXHIBIT B - ACS AKORN SYSTEM
WAVELENGTH IRU

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

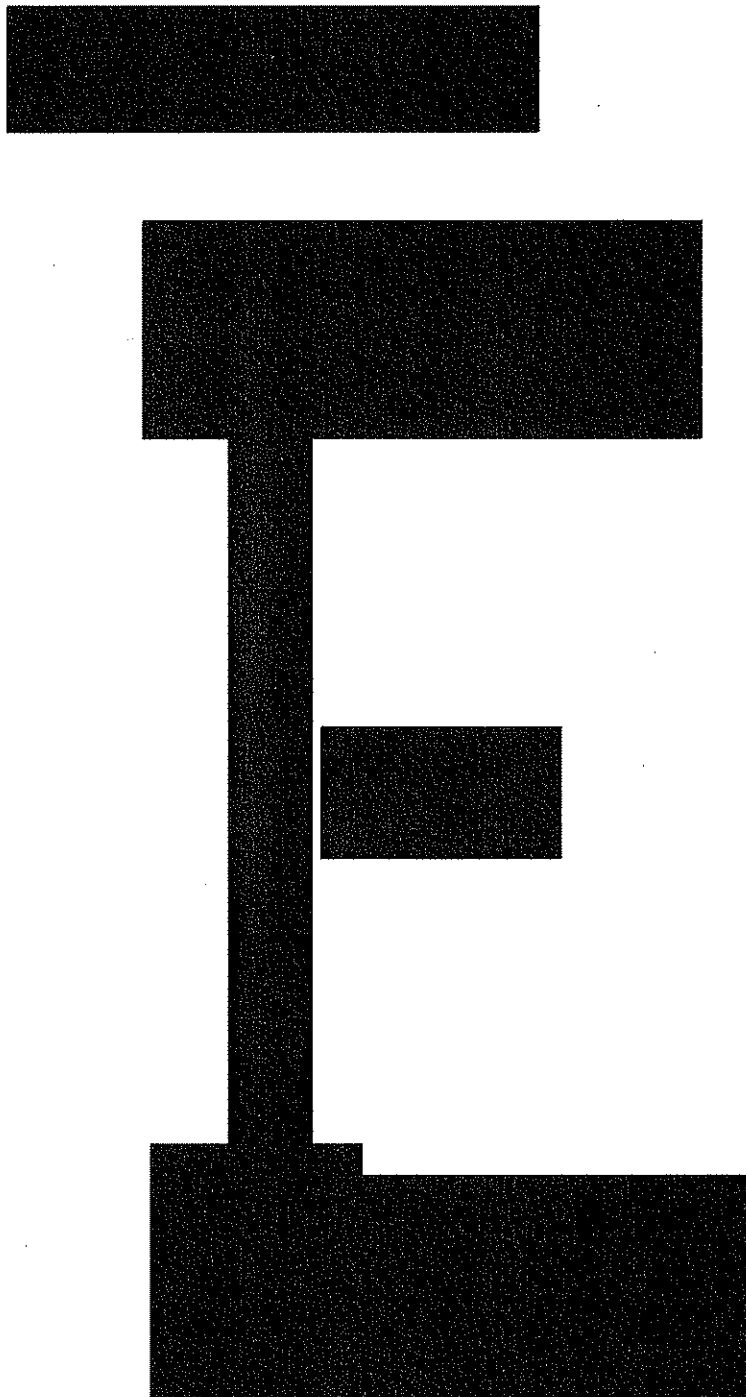
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[REDACTED]

[REDACTED]

[REDACTED]

Figure B-1



HSPA SERVICES AGREEMENT

This agreement (the "Agreement") is made and effective as of June 4, 2012 (the "Execution Date"), by and between GCI Communication Corp., an Alaska corporation ("GCI"), and ACS Wireless, Inc., an Alaska corporation ("ACS"). ACS and GCI, for the purposes of this Agreement, shall each be referred to as a "Carrier," and collectively, as "Carriers".

RECITALS

WHEREAS, ACS is licensed by the Federal Communications Commission (the "FCC") to provide wireless communication services in both urban and rural markets within the United States; and

WHEREAS, GCI is designing, installing, operating and maintaining a Global System for Mobile Communications ("GSM"), WiFi ("WiFi"), Enhanced Data GSM Environment ("EDGE"), High Speed Packet Access ("HSPA") and HSPA+ network ("HSPA+") in certain areas in Alaska (collectively, the "GCI HSPA Network"); and in each of the areas in which GCI provides service over the GCI HSPA Network, as may be changed from time to time, (collectively referred to as the "Territory"); and

WHEREAS, within the Territory, GCI provides digital mobile wireless services, including wireless voice, wireless data, wireless internet, unified messaging, short message service ("SMS"), multimedia messaging service ("MMS"), information and multimedia services and other related services (these services, including all future enhancements and additional service offerings offered by GCI over the GCI HSPA Network within the Territory, are collectively referred to as the "GCI Services"); and

WHEREAS, ACS is an integrated communication service provider in the Territory providing long distance, local exchange, internet, wireless voice and data services (each of these services, including all future enhancements and additional service offerings offered by ACS, are collectively referred to as the "ACS Services") primarily over facilities that ACS owns and operates ("ACS Facilities"); and

[REDACTED]

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, GCI and ACS hereby agree as follows:

ARTICLE I: DISTRIBUTION ARRANGEMENT

1. Definitions.

(a) For purposes of this Agreement and the Distribution Arrangement, the following capitalized terms shall be defined as follows:

(i) "ACS" has the meaning set forth in the Recitals to this Agreement.

[REDACTED]

[REDACTED]

(iv) "ACS Services" has the meaning set forth in the Recitals to this Agreement.

(v) "ACS Service Plans" means the published retail rates, terms and conditions as revised by ACS from time to time and pursuant to which ACS sells the ACS Services to end users.

[REDACTED]

(vii) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For purposes of this definition, "control" (including the terms "controlled by," and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or partnership interests or other ownership interests, by contract, or otherwise.

[REDACTED]

(ix) "Carrier Customers" means, collectively, customers of each respective Carrier.

[REDACTED]

[REDACTED]

(xi) "GCI" has the meaning set forth in the Recitals to this Agreement.

[REDACTED]

(xiii) "GCI HSPA Network" has the meaning set forth in the Recitals to this Agreement.

(xiv) "GCI Services" has the meaning set forth in the Recitals to this Agreement.

[REDACTED]

(xvi) "LIBOR" means the three-month London Interbank Offered Rate of interest on the first day on which an applicable interest rate is to be determined, adjusted on the first day of each calendar quarter, for dollar deposits as published in *The Wall Street Journal* (Eastern Edition) under "Money Rates" from time to time, or if such rate does not so appear, in such other nationally recognized publication as the parties may, from time to time, specify. On any day when such a rate is not reported, the most recently reported rate on a preceding day will be deemed the applicable rate.

(xvii) "Person" means any natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, association, unincorporated entity of any kind, or a governmental authority.

(xviii) "Third Party" means a Person that is not a party to this Agreement, an Affiliate of either party to this Agreement, or an officer or director of any of the foregoing.

(xix) "Territory" has the meaning set forth in the Recitals to this Agreement.

[REDACTED]

(b) Clarifications. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender and any other number as the context requires. As used in this Agreement, the word "including" shall be deemed to be followed by the words "without limiting the generality of the foregoing," and the word "or" has the inclusive meaning of "and/or". Except as specifically otherwise provided in this Agreement in a particular instance, a reference to an Article, Section, Exhibit or Schedule is a reference to an Article or Section of this Agreement or an Exhibit or Schedule hereto, and the terms "hereof," "herein," and other like terms refer to this Agreement as a whole, including the Exhibits and Schedules to this Agreement, and not solely to any particular part of this Agreement. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Wireless Devices.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Financial Terms.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Term and Termination of the Distribution Arrangement.

(a) Initial Term: This Agreement will remain in effect [REDACTED]

[REDACTED]
[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. Further Obligations.

(a) Compliance with Law. Both GCI and ACS shall comply with all applicable local, state and federal laws and regulations pertaining to the services it is providing pursuant to this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II: MISCELLANEOUS

1. Entire Agreement.

This Agreement, together with all exhibits and schedules hereto and thereto, and all documents and certificates delivered by the parties contemporaneously and in connection herewith and therewith, collectively represent the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof.

2. Amendments.

This Agreement may be amended only by a written amendment executed and delivered by each party hereto. Any amendment shall become effective upon such execution and delivery, unless otherwise provided.

3. Waivers and Consents.

No waiver of any breach of any of the terms of this Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No course of dealing will be deemed to amend or discharge any provision of this Agreement. No delay in the exercise of any right will operate as a waiver of such right. No single or partial exercise of any right will preclude its further exercise. A waiver of any right on any one occasion will not be construed as a bar to, or waiver of, any such right on any other occasion. Any consent of a party hereto required under this Agreement must be in writing and signed by such party to be effective. No consent given by a party hereto in any one instance will be deemed to waive the requirement for such party's consent in any other or future instance.

4. Remedies Cumulative.

Except as otherwise provided herein, all rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any right, power or remedy thereof by a party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

5. Assignment.

(a) Neither party hereto may transfer this Agreement, or its rights or obligations hereunder, except with the prior written consent of the other party hereto.

(b) Either party may transfer this Agreement, or the rights and obligations hereunder, to an Affiliate of such Person, provided, that (i) the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the assigning or transferring party and (ii) the assigning or transferring party gives written notice of the assignment or transfer to the other party to this Agreement.

6. Governing Law.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles thereunder.

7. Notices.

(a) All notices, consents, approvals, waivers or other communications hereunder will be in writing and will be delivered or sent addressed as follows:

If to ACS:

ACS Wireless, Inc.
600 Telephone Avenue
Anchorage, Alaska 99503
Attention: General Counsel/Risk Management Group

with a copy (which shall not alone constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Irving Rotter
Gabriel Saltarelli

If to GCI:

General Communication, Inc.
2550 Denali Street, #1000
Anchorage, Alaska 99503
Attention: General Counsel

with a copy (which shall not alone constitute notice) to:

Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Attention: Steven D. Miller, Esq.
Facsimile: (303) 298-0940

Any Person entitled to notice under this Section 7 may change the above address by giving notice as required by this Section 7. In computing time periods, the day of notice will be excluded. For notice purposes, a day means a calendar day (unless provided otherwise herein).

(b) Any notices given to any Person in accordance with this Agreement will be deemed to have been duly given and received: (i) on the date of receipt if Personally delivered, (ii) five (5) business days after being sent by U.S. first class mail, postage prepaid, (iii) the date of receipt, if sent by registered or certified U.S. mail, postage

prepaid, or (iv) two (2) business days after having been sent by a nationally recognized overnight courier service with confirmation of delivery.

8. Expenses.

[REDACTED]

9. Partial Invalidity.

Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if for any reason any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such action will not affect any other provision of this Agreement, and the parties shall negotiate in good faith for an amendment to this Agreement that would place them as close as possible to the position that they would have been in had the invalid, illegal or unenforceable provision been valid, legal, and enforceable.

10. Dispute Resolution.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. Counterparts.

This Agreement may be signed in multiple counterparts (or with detachable signature pages). Each counterpart will be considered an original instrument, but all of them in the aggregate will constitute one agreement. Telecopies or facsimiles of signatures will be given effect for purposes of the signature page of this Agreement and any amendments to this Agreement.

13. Headings.

Article and section titles have been inserted for convenience of reference only. They are not intended to affect the meaning or interpretation of this Agreement.

14. Confidentiality; No Public Announcement; End User Data.

(a) Each party hereto recognizes and acknowledges that confidential information of various kinds may exist, from time to time, with respect to the business and assets of each such party. Accordingly, each party hereto (the "Receiving Party") covenants that, except with the prior written consent of the party to whom such confidential information belongs (the "Disclosing Party"), it will (consistent with its reasonable practices and procedures adopted in good faith for handling confidential information) keep confidential all information regarding the Disclosing Party furnished to it by the Disclosing Party or an Affiliate thereof if a reasonable Person would know that such information is confidential or which is clearly designated as "confidential," and will not disclose any such information to any Person whatsoever (other than such party's officers, directors, employees, beneficial owners, attorneys, accountants, advisors, lenders or potential transferees, provided each of such Persons is informed of the confidential nature of such information and, in the case of a potential transferee, such Person executes an agreement for the benefit of each party agreeing to keep such information confidential in accordance with this Section 14). The foregoing covenant of the parties will not apply to any information (other than end user data) (i) that was or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (ii) that becomes available to the Receiving Party from a source other than the Disclosing Party or an Affiliate thereof, provided that such source is not (to the knowledge of the Receiving Party) bound by a confidentiality obligation with respect to such information, (iii) that the Receiving Party can establish was in the Receiving Party's possession prior to it being furnished to the Receiving Party by or on behalf of the Disclosing Party or an Affiliate thereof, provided that the source of such information was not (to the knowledge of the Receiving Party) bound by a confidentiality obligation with respect to such information, (iv) regarding the tax treatment of the Receiving Party's performance under this Agreement, (v) to the extent the disclosure of such information is

required pursuant to a court order or securities or other laws, rules or regulations, or (vi) in the context of litigation, mediation or arbitration between the parties hereto or their respective Affiliates.

15. Force Majeure.

Neither party shall be liable for any delay or failure in performance of any part of this Agreement where such failure or delay is caused by the following events to the extent such delay or failure is beyond the reasonable control of such party: acts of nature; acts of civil or military authority; embargoes; epidemics; terrorist acts; war; riots; insurrections; fires; explosions; earthquakes; nuclear accidents; floods; work stoppages; cable cuts; power blackouts; volcanic action; other major environmental disturbances; or unusually severe weather conditions. In such event, the party whose performance fails or is delayed shall, upon giving prompt notice to the other party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations are related to the performance so interfered with). The party whose performance fails or is delayed shall use its commercially reasonable efforts to avoid or remove the cause of nonperformance and both parties shall proceed to perform with dispatch once the causes of the failure or the delay are removed or cease.

16. Representations and Warranties.

(a) Each of the parties hereto represents and warrants to the other, with respect to facts and issues relating to it, that:

(i) it has full power and authority to execute, deliver and perform this Agreement according to its terms;

(ii) it shall comply with all material laws applicable to it, including state, local and federal rules and regulations governing the business, ownership, management and operations under this Agreement; and

(iii) all requisite resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement have been duly adopted and complied with.

17. Indemnification; Limitation of Liability.

(a) Each party shall indemnify and hold harmless the other party and its Affiliates, and their respective successors and assigns, and the shareholders, directors, officers, employees and agents of any and all of the foregoing (the "Carrier Indemnified Persons"), from and against any and all Losses incurred or suffered by any Carrier Indemnified Person arising out of, in connection with or relating to: (i) any breach of any of the representations or warranties made by a party in this Article II, (ii) any failure by a party to perform any of its covenants or agreements contained in this Agreement, except, in each case, to the extent such breach or failure, as applicable, was caused by a breach of this Agreement by, or any act or omission of, party or a Carrier Indemnified Person; (iii) willful misconduct by a party in connection with (a) its performance of its obligations hereunder or (b) the provision of services by either party pursuant to this Agreement; and (iv) any allegation that any products or services provided either party under this Agreement (including any content transmitted or processes used in connection therewith) infringes, misappropriates or otherwise violates any intellectual property rights of any Person. Each party acknowledges and agrees that its sole and exclusive remedy with respect to the claims for breach of representations, warranties, covenants or agreements contained in clauses (i) and (ii) of this Section 17(a) shall be pursuant to the indemnification provisions set forth in this Section 17.

(b) Except to the extent payable to a Third Party, in no event shall any party be liable for indirect, special, consequential or punitive damages arising out of a breach of this Agreement, even if advised at the time of breach of the possibility of such damages, except for losses arising out of any grossly negligent, willful or fraudulent act or omission, or out of any breach of this Section 17 (*Indemnification*) or Section 14 (*Confidentiality*).

(c) A party seeking indemnification pursuant to this Agreement (the "Indemnified Party") shall give prompt written notice of any claim, or the commencement of any suit, action or proceeding, in respect of which indemnity may be sought under Section 17(a) or Section 17(b), as applicable (a "Claim"), to the party from which indemnification is sought (the "Indemnifying Party"); *provided* that the failure of the Indemnified Party to give such notice shall not relieve the Indemnifying Party of its indemnification obligations under this Agreement, except to the extent that such failure results in the failure of actual notice and the Indemnifying Party is materially prejudiced as a result of such failure.

(d) The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such Claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party will have the right to retain separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party; *provided* that the Indemnified Party shall

have the right to employ, at the Indemnifying Party's expense, one counsel of its choice in each applicable jurisdiction (if more than one jurisdiction is involved) to represent the Indemnified Party if (i) the retention of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party; or (ii) the Indemnified Party has been advised by its counsel in writing that there is a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action; *provided, further*, that if the Indemnifying Party has not in fact retained counsel to assume the defense of the action within a reasonable time following receipt of the notice given pursuant to Section 17(d), or otherwise fails, in the reasonable judgment of the Indemnified Party, to otherwise adequately prosecute or pursue such defense, in each case, within thirty (30) days following written notice of such failure by the Indemnified Party to the Indemnifying Party, the Indemnified Party may defend such Claim on behalf of and for the account and risk of the Indemnifying Party.

(e) An Indemnifying Party will not be liable for any settlement of any Claim effected without its written consent (which consent will not be unreasonably withheld, delayed, or conditioned). Without the written consent of the Indemnified Party, an Indemnifying Party will not consent to the entry of any judgment or enter into any settlement of any Claim that (A) imposes obligations on the Indemnified Party or any of its Affiliates other than the payment of money damages that will be paid by the Indemnifying Party, (B) does not include as an unconditional term thereof, a complete and unconditional release of each Indemnified Party potentially affected by such Claim, (C) arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or an admission or acknowledgment of, any liability or wrongdoing (whether in contract or otherwise) on the part of the Indemnified Party or any of its Affiliates, or (D) without limiting clause (A) above, encumbers any of the assets of any Indemnified Party or any of its Affiliates or includes any injunctive or equitable relief, including any restriction or condition that would apply to or materially adversely affect any Indemnified Party or any of its Affiliates or the conduct of any of their respective businesses.

18. Relationship.

[REDACTED]

19. Further Assurances.

Each party hereto agrees, without further consideration, to sign and deliver such other documents of further assurance as are consistent with the provisions of this Agreement and as may reasonably be necessary to effectuate the provisions of this Agreement.

20. Intellectual Property.

[REDACTED]

[REDACTED]

21. No Third Party Beneficiaries.

The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties hereto to confer Third Party beneficiary rights upon any other Person.

Signatures contained on next page.

REDACTED - FOR PUBLIC INSPECTION

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement
as of the Execution Date.

GCI Communication Corp.

By 

Name: William C. Behnke

Title: Senior Vice President

ACS Wireless, Inc.

By 

Name: Anand Vada palli

Title: CEO & President

[illegible]

REDACTED - FOR PUBLIC INSPECTION

[REDACTED]

EXHIBIT B:

[illegible]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

- [REDACTED]

C-4

[illegible]

Abstract

[illegible]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[illegible]

NETWORK ACCESS AGREEMENT

This Network Access Agreement (the "Agreement") is made and effective as of June 4, 2012 (the "Execution Date"), by and between ACS Wireless, Inc., an Alaska corporation, and GCI Communication Corp., an Alaska corporation (ACS and GCI, for the purposes of this Agreement, shall each be referred to as a "Carrier" and collectively, as "Carriers").

RECITALS

WHEREAS, each Carrier is an integrated communication service provider in the Territory providing long distance, local exchange, internet, data services, and, in the case of GCI, cable television, primarily over facilities that each Carrier owns and operates (these services, including all future enhancements thereto, are collectively referred to as the "Carrier Services"); and

WHEREAS, ACS is designing, installing, operating and maintaining a long term evolution ("LTE") network in Alaska (the "ACS LTE Network"); and

WHEREAS, GCI is designing, installing, operating and maintaining a Global System for Mobile Communications ("GSM"), WiFi ("WiFi"), Enhanced Data GSM Environment ("EDGE"), High Speed Packet Access ("HSPA") and HSPA+ network ("HSPA+ Network") (collectively, the "GCI HSPA Network"); and in each of the areas in which GCI provides service over the GCI HSPA Network, as may be changed from time to time, collectively referred to as (the "Territory"); and

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, GCI and ACS hereby agree as follows:

ARTICLE I

1. Definitions.

(a) Capitalized Terms. For purposes of this Agreement, the following capitalized terms shall be defined as follows:

"ACS" means ACS Wireless, Inc., an Alaska corporation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For purposes of this definition, "control" (including the terms "controlled by," and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or partnership or other ownership interests, by contract, or otherwise.

[REDACTED]

"Carrier Customers" means, collectively, customers of each respective Carrier.

"Carrier Services" has the meaning set forth in the recitals of this Agreement.

"Claim" has the meaning set forth in Article II, Section 17(c) of this Agreement.

"EDGE" has the meaning set forth in the recitals of this Agreement.

[REDACTED]

"Event of Default" has the meaning set forth in Article I, Section 9(a)(ii) of this Agreement.

"FCC" means the Federal Communication Commission or any successor agency.

"GCI" means GCI Communication Corp., an Alaska corporation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"GSM" has the meaning set forth in the recitals of this Agreement.

[REDACTED]

[REDACTED]

"HSPA" has the meaning set forth in the recitals of this Agreement.

"Indemnified Party" has the meaning set forth in Article II, Section 17(c) of this Agreement.

"Indemnifying Party" has the meaning set forth in Article II, Section 17(c) of this Agreement.

[REDACTED]

"LIBOR" means the three-month London Interbank Offered Rate of interest on the first day on which an applicable interest rate is to be determined, adjusted on the first day of each calendar quarter, for dollar deposits as published in *The Wall Street Journal* (Eastern Edition) under "Money Rates" from time to time, or if such rate does not so appear, in such other nationally recognized publication as the parties may, from time to time, specify. On any day when such a rate is not reported, the most recently reported rate on a preceding day will be deemed the applicable rate.

"LTE" has the meaning set forth in the recitals of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Person" means any natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, association, unincorporated entity of any kind, or a governmental authority.

"Third Party" means a Person that is not a party to this Agreement, an Affiliate of either party to this Agreement, or an officer or director of any of the foregoing.

"Transfer" means a direct or indirect sale, exchange, assignment, transfer, transfer upon or in lieu of foreclosure, or other disposition (whether voluntary, involuntary or by operation of law, including pursuant to a merger); and includes any transaction that results directly or indirectly in a change in control of a Person or a transfer of more than 50% of the direct or indirect beneficial ownership of a Person to another Person that is not an Affiliate of such first Person, including a spin-off or split-off, however structured; provided, however, that in no event shall any issuance, transfer, conversion or exchange of Carrier securities, or any change in control of Carrier, in each case by merger, consolidation or otherwise, be a "Transfer" for purposes of this Agreement.

[REDACTED]

[REDACTED]

(b) Clarifications. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender and any other number as the context requires. As used in this Agreement, the word "including" shall be deemed to be followed by the words "without limiting the generality of the foregoing," and the word "or" has the inclusive meaning of "and/or". Except as specifically otherwise provided in this Agreement in a particular instance, a reference to an Article, Section, Exhibit or Schedule is a reference to an Article or Section of this Agreement or an Exhibit or Schedule hereto, and the terms "hereof," "herein," and other like terms refer to this Agreement as a whole, including the Exhibits and Schedules to this Agreement, and not solely to any particular part of this Agreement. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

2. Relationship of the Parties.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED - FOR PUBLIC INSPECTION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED - FOR PUBLIC INSPECTION

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Customer Relationships.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED - FOR PUBLIC INSPECTION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. Term and Termination.

(a) Term: This Agreement will remain in effect [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. Further Obligations.

(a) Compliance with Law. GCI and ACS shall comply with all applicable local, state and federal laws and regulations pertaining to the services it is providing pursuant to this Agreement. [REDACTED]

[REDACTED]

ARTICLE II: MISCELLANEOUS

1. Entire Agreement.

This Agreement, together with all exhibits and schedules hereto and thereto, and all documents and certificates delivered by the parties contemporaneously and in connection herewith and therewith, collectively represent the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof.

2. Amendments.

This Agreement may be amended only by a written amendment executed and delivered by each party hereto. Any amendment shall become effective upon such execution and delivery, unless otherwise provided.

3. Waivers and Consents.

No waiver of any breach of any of the terms of this Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No course of dealing will be deemed to amend or discharge any provision of this Agreement. No delay in the exercise of any right will operate as a waiver of such right. No single or partial exercise of any right will preclude its further exercise. A waiver of any right on any one occasion will not be construed as a bar to, or waiver of, any such right on any other occasion. Any consent of a party hereto required under this Agreement must be in writing and signed by such party to be effective. No consent given by a party hereto in any one instance will be deemed to waive the requirement for such party's consent in any other or future instance.

4. Remedies Cumulative.

Except as otherwise provided herein, all rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any right, power or remedy thereof by a party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

5. Assignment.

(a) Neither Carrier hereto may Transfer this Agreement, or its rights or obligations hereunder, except with the prior written consent of the other party hereto.

(b) Either Carrier may Transfer this Agreement, or the rights and obligations hereunder, to an Affiliate of such Person, provided, that (i) the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the assigning or transferring party and (ii) the assigning or transferring party gives written notice of the assignment or transfer to the other party to this Agreement.

6. Governing Law.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles thereunder.

7. Notices.

(a) All notices, consents, approvals, waivers or other communications hereunder will be in writing and will be delivered or sent addressed as follows:

If to ACS:

ACS Wireless, Inc.,
600 Telephone Avenue
Anchorage, Alaska 99503
Attention: General Counsel/Risk Management Group

with a copy (which shall not alone constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Irving Rotter
Gabriel Saltarelli
Facsimile: (212) 839-5599

If to GCI:

GCI Communication Corp.
2550 Denali Street, #1000
Anchorage, Alaska 99503
Attention: General Counsel

with a copy (which shall not alone constitute notice) to:

Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Attention: Steven D. Miller, Esq.
Facsimile: (303) 298-0940

Any Person entitled to notice under this Section 7 may change the above address by giving notice as required by this Section 7. In computing time periods, the day of notice will be excluded. For notice purposes, a day means a calendar day (unless provided otherwise herein).

(b) Any notices given to any Person in accordance with this Agreement will be deemed to have been duly given and received: (i) on the date of receipt if personally delivered, (ii) five (5) business days after being sent by U.S. first class mail, postage prepaid, (iii) the date of receipt, if sent by registered or certified U.S. mail, postage prepaid, or (iv) two (2) business days after having been sent by a nationally recognized overnight courier service with confirmation of delivery.

8. Expenses.

[REDACTED]

9. Partial Invalidity.

Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if for any reason any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such action will not affect any other provision of this Agreement, and the parties shall negotiate in good faith for an amendment to this Agreement that would place them as close as possible to the position that they would

have been in had the invalid, illegal or unenforceable provision had been valid, legal, and enforceable.

10. Dispute Resolution.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. Counterparts.

This Agreement may be signed in multiple counterparts (or with detachable signature pages). Each counterpart will be considered an original instrument, but all of them in the aggregate will constitute one agreement. Telecopies or facsimiles of signatures will be given effect for purposes of the signature page of this Agreement and any amendments to this Agreement.

13. Headings.

Article and section titles have been inserted for convenience of reference only. They are not intended to affect the meaning or interpretation of this Agreement.

14. Confidentiality; No Public Announcement; End User Data.

(a) Each party hereto recognizes and acknowledges that confidential information of various kinds may exist, from time to time, with respect to the business and assets of each such party. Accordingly, each party hereto (the "Receiving Party") covenants that, except with the prior written consent of the party to whom such confidential information belongs (the "Disclosing Party"), it will (consistent with its reasonable practices and procedures adopted in good faith for handling confidential information) keep confidential all information regarding the Disclosing Party furnished to it by the Disclosing Party or an Affiliate thereof if a reasonable Person would know that such information is confidential or which is clearly designated as "confidential," and will not disclose any such information to any Person whatsoever (other than such party's officers, directors, employees, beneficial owners, attorneys, accountants, advisors, lenders or potential transferees, provided each of such Persons is informed of the confidential nature of such information and, in the case of a potential transferee, such Person executes an agreement for the benefit of each Carrier agreeing to keep such information confidential in accordance with this Section 14). The foregoing covenant of the parties will not apply to any information (other than End User Data) (i) that was or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (ii) that becomes available to the Receiving Party from a source other than the Disclosing Party or an Affiliate thereof, provided that such source is not (to the knowledge of the Receiving Party) bound by a confidentiality obligation with respect to such information, (iii) that the Receiving Party can establish was in the Receiving Party's possession prior to it being furnished to the Receiving Party by or on behalf of the Disclosing Party or an Affiliate thereof, provided that the source of such information was not (to the knowledge of the Receiving Party) bound by a confidentiality obligation with respect to such information, (iv) regarding the tax treatment of the Receiving Party's performance under this Agreement, (v) to the extent the disclosure of such information is required pursuant to a court order or securities or other laws, rules or regulations, or (vi) in the context of litigation, mediation or arbitration between the parties hereto or their respective Affiliates.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. Force Majeure.

Neither party shall be liable for any delay or failure in performance of any part of this Agreement where such failure or delay is caused by the following events to the extent such delay or failure is beyond the reasonable control of such party: acts of nature;

acts of civil or military authority; embargoes; epidemics; terrorist acts; war; riots; insurrections; fires; explosions; earthquakes; nuclear accidents; floods; work stoppages; cable cuts; power blackouts; volcanic action; other major environmental disturbances; or unusually severe weather conditions. In such event, the party whose performance fails or is delayed shall, upon giving prompt notice to the other party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations are related to the performance so interfered with). The party whose performance fails or is delayed shall use its commercially reasonable efforts to avoid or remove the cause of nonperformance and both parties shall proceed to perform with dispatch once the causes of the failure or the delay are removed or cease.

16. Representations and Warranties.

(a) Each of the parties hereto represents and warrants to the other, with respect to facts and issues relating to it, that:

(i) it has full power and authority to execute, deliver and perform this Agreement according to its terms;

(ii) it shall comply with all material laws applicable to it, including state, local and federal rules and regulations governing the business, ownership, management and operations under this Agreement; and

(iii) all requisite resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement have been duly adopted and complied with.

17. Indemnification; Limitation of Liability.

(a) Each Carrier shall indemnify and hold harmless the other Carrier and its Affiliates, and their respective successors and assigns, and the shareholders, directors, officers, employees and agents of any and all of the foregoing (the "Carrier Indemnified Persons"), from and against any and all Losses incurred or suffered by any Carrier Indemnified Person arising out of, in connection with or relating to: (i) any breach of any of the representations or warranties made by a Carrier in Section 16 of this Article II, (ii) any failure by a Carrier to perform any of its covenants or agreements contained in this Agreement, except, in each case, to the extent such breach or failure, as applicable, was caused by a breach of this Agreement by, or any act or omission of, Carrier or a Carrier Indemnified Person; (iii) willful misconduct by a Carrier in connection with (a) its performance of its obligations hereunder or (b) the provision of services by either Carrier pursuant to this Agreement; and (iv) any allegation that any products or services provided either Carrier under this Agreement (including any content transmitted or processes used in connection therewith) infringes, misappropriates or otherwise violates any intellectual property rights of any Person. Carrier acknowledges and agrees that its sole and

exclusive remedy with respect to the claims for breach of representations, warranties, covenants or agreements contained in clauses (i) and (ii) of this Section 17(a) shall be pursuant to the indemnification provisions set forth in this Section 17.

(b) Except to the extent payable to a Third Party, in no event shall any party be liable for indirect, special, consequential or punitive damages arising out of a breach of this Agreement, even if advised at the time of breach of the possibility of such damages, except for losses arising out of any grossly negligent, willful or fraudulent act or omission, or out of any breach of this Section 17 (*Indemnification*) or Section 14 (*Confidentiality*).

(c) A Party seeking indemnification pursuant to this Agreement (the "Indemnified Party") shall give prompt written notice of any claim, or the commencement of any suit, action or proceeding, in respect of which indemnity may be sought under Section 17(a) or Section 17(b), as applicable (a "Claim"), to the Party from which indemnification is sought (the "Indemnifying Party"); *provided* that the failure of the Indemnified Party to give such notice shall not relieve the Indemnifying Party of its indemnification obligations under this Agreement, except to the extent that such failure results in the failure of actual notice and the Indemnifying Party is materially prejudiced as a result of such failure.

(d) The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such Claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party will have the right to retain separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party; *provided* that the Indemnified Party shall have the right to employ, at the Indemnifying Party's expense, one counsel of its choice in each applicable jurisdiction (if more than one jurisdiction is involved) to represent the Indemnified Party if (i) the retention of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party; or (ii) the Indemnified Party has been advised by its counsel in writing that there is a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action; *provided, further*, that if the Indemnifying Party has not in fact retained counsel to assume the defense of the action within a reasonable time following receipt of the notice given pursuant to Section 17(d), or otherwise fails, in the reasonable judgment of the Indemnified Party, to otherwise adequately prosecute or pursue such defense, in each case, within thirty (30) days following written notice of such failure by the Indemnified Party to the Indemnifying Party, the Indemnified Party may defend such Claim on behalf of and for the account and risk of the Indemnifying Party.

(e) An Indemnifying Party will not be liable for any settlement of any Claim effected without its written consent (which consent will not be unreasonably withheld, delayed, or conditioned). Without the written consent of the Indemnified Party, an

Indemnifying Party will not consent to the entry of any judgment or enter into any settlement of any Claim that (A) imposes obligations on the Indemnified Party or any of its Affiliates other than the payment of money damages that will be paid by the Indemnifying Party, (B) does not include as an unconditional term thereof, a complete and unconditional release of each Indemnified Party potentially affected by such Claim, (C) arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or an admission or acknowledgment of, any liability or wrongdoing (whether in contract or otherwise) on the part of the Indemnified Party or any of its Affiliates, or (D) without limiting clause (A) above, encumbers any of the assets of any Indemnified Party or any of its Affiliates or includes any injunctive or equitable relief, including any restriction or condition that would apply to or materially adversely affect any Indemnified Party or any of its Affiliates or the conduct of any of their respective businesses.

18. Relationship.

[REDACTED]

19. Further Assurances.

Each party hereto agrees, without further consideration, to sign and deliver such other documents of further assurance as are consistent with the provisions of this Agreement and as may reasonably be necessary to effectuate the provisions of this Agreement.

20. Intellectual Property.

[REDACTED]

[REDACTED]

[REDACTED]

21. No Third Party Beneficiaries.

The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties hereto to confer Third Party beneficiary rights upon any other person.

Signatures contained on next page.

REDACTED - FOR PUBLIC INSPECTION

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the Execution Date.

GCI Communication Corp.

By 

Name: William C. Behnke
Title: Senior Vice President

ACS Wireless, Inc.

By 

Name: Anand Vaidapalli
Title: CEO; President

[Signature Page to Network Access Agreement]

EXHIBIT-A (Network Access Agreement)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[illegible]

(b) [REDACTED]

(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(S) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

(S) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(S) [REDACTED]
[REDACTED]
[REDACTED]

[illegible]

[illegible]

EXHIBIT-A2

A-2-1

A-2-2

[illegible]

[illegible]